

4.8.1 The initial fiber optic system deployed for each interconnection shall be the smallest standard available, unless the mutually agreed upon forecast over a two year period would dictate otherwise. For SONET, this is an OC-3 system.

4.8.2 The Parties will take action to provide relief to existing facilities when (i) either Party provides written notice to the other that the overall system facility (DS1s) are at 80% capacity, or (ii) the Parties agree that the overall system facility will exhaust within 90 days. The joint planning process/negotiations should be completed no later than thirty (30) days after such notification or agreement. Because the quantity of traffic and rate of growth will be difficult to predict during the first two years of implementation, the Parties will use their best efforts to expand capacity on an "as needed" basis.

4.8.3 Both Parties will perform an annual joint validation to ensure current trunk groups do not have excess capacity as defined in Section 8.0. If any trunk groups have excess capacity, trunks will be turned down as appropriate. If the trunk group resizing lowers the fill level of the system below 80%, the growth planning process will be suspended and will not be reinitiated until a 80% fill level is achieved. Trunk design blocking criteria described in Section 8.0 will be used in determining trunk group sizing requirements and forecasts.

4.8.4 If based on the forecasted equivalent DS1 growth, the existing fiber optic system is not projected to exhaust within one year, the Parties will suspend further relief planning on this SONET interconnection until a date one year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process.

4.8.5 If the placement of a minimum size OLTM will not provide adequate augmentation capacity for the joint forecast over a two-year period, and the forecast appears reasonable based upon history, the next larger system size shall be deployed. In the case of a SONET system, the OC-3 system will be upgraded to an OC-12 or higher. If the forecast does not justify a move to the next larger system, another minimal size system (such as OC-3) will be placed. This criteria assumes both Parties would negotiate placement of additional fibers or higher bit rate systems.

4.8.6 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities in an effort to achieve "just in time" deployment.

4.9 Use of Bona Fide Request Process

If a Party requests an Interconnection or an Interconnection method not expressly set forth in or contemplated by this Agreement, such Party shall request such Interconnection or such method from the other Party by submitting to such other Party a Bona Fide Request as set forth in Exhibit A.

5.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

5.1 Scope of Traffic

This Section 5.0 prescribes parameters for Traffic Exchange trunk groups the Parties shall establish over the Interconnections specified in Section 4.0. The Traffic Exchange trunk groups specified in this Section 5.0 and in Exhibit C shall be employed by the Parties for the transmission and routing of all Local and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service end users.

5.2 Measurement and Billing

5.2.1 For billing purposes, each Party shall, unless otherwise agreed, pass the originating call record for the recording, record exchange and billing of traffic using the guidelines as set forth in the Technical Exhibit Settlement Procedures (TESP), provided by SWBT to ICG.

5.2.2 Measurement of all billing minutes shall be in actual conversation seconds. In each billing period, total conversation seconds shall be rounded to the next whole minute for billing purposes.

5.2.3 Where one Party is passing CPN but the other Party is not properly receiving the information, the Parties shall cooperatively work to correctly rate the traffic.

5.3 Reciprocal Compensation Arrangements – Section 251(b)(5)

5.3.1 Reciprocal Compensation applies for transport and termination of Local Traffic and Optional EAS Traffic which a Telephone Exchange Service end user originates on SWBT's or ICG's network for termination on the other Party's network.

5.3.2 The Parties shall mutually and reciprocally compensate each other for transport and termination of Local Traffic at the rates provided in the Pricing Schedule, provided however, that during the 9 month period following the completion of ICG's first commercial call, Parties shall exchange traffic on a bill and keep basis in Texas.

5.3.3 The Parties shall mutually and reciprocally compensate each other for transport and termination of Optional EAS Traffic at the rates provided in the Pricing Schedule. Maps and lists depicting Optional EAS Traffic areas are attached as Schedule 5.0.

5.3.4 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to IntraLATA Toll calls. Each Party shall bill the other Party for transport and termination of such calls according to rates, terms, and conditions contained in that Party's effective Switched Access tariffs.

5.3.5 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. Compensation for such jointly

provided services are set forth in Section 6.0 and shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

5.3.6 Compensation for transport and termination of all traffic which has been subject to performance of INP by one Party for the other Party pursuant to Section 14.0 shall be as specified in Section 14.5.

6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)

6.1 Scope of Traffic

Section 6.0 and Exhibit C prescribe parameters for certain trunk groups ("Access Toll Connecting Trunks") to be established over the Interconnections specified in Section 4.0 for the transmission and routing of Exchange Access traffic between ICG Telephone Exchange Service end users and Interexchange Carriers via a SWBT access tandem.

6.2 Trunk Group Architecture and Traffic Routing

6.2.1 The Parties shall jointly establish Access Toll Connecting Trunks as described in Exhibit C, by which they will jointly provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable ICG's end users to originate and terminate traffic to/from such Interexchange Carriers.

6.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Switched Exchange Access to allow ICG end users to originate and terminate traffic to/from any Interexchange Carrier which is connected to a SWBT Access Tandem; provided that ICG may use the Access Toll Connecting Trunks to transmit and route overflow Local Traffic and IntraLATA Toll Traffic from the Local/IntraLATA Trunks; provided further, that such overflow Local Traffic and IntraLATA Toll Traffic shall be billed at SWBT's switched access rates. In addition, the trunks shall be used to allow ICG's end users to connect to, or be connected to, the 800/888 Services and other Service Access Codes of any Telecommunications Carrier connected to the SWBT Access Tandem.

6.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting a Switch ICG utilizes to provide Telephone Exchange Service and Switched Exchange Access in a given LATA to an access Tandem Switch SWBT utilizes to provide Exchange Access in such LATA.

6.2.4 The Parties shall jointly determine which SWBT access Tandem(s) will be sub-tended by each ICG End Office Switch. Except as otherwise agreed by the Parties, SWBT shall allow each ICG End Office Switch to sub-tend the Access Tandem nearest to the Routing Point associated with the NXX codes assigned to that End Office Switch and shall not require that a single ICG End Office Switch sub-tend multiple Access Tandems, even in those cases

where such End Office Switch serves multiple Rate Centers. Furthermore, should ICG deploy a tandem switch, the Parties shall jointly determine which SWBT access tandem(s) will be interconnected to ICG's access tandem.

6.3 Meet-Point Billing Arrangements

6.3.1 ICG and SWBT agree to establish Meet-Point Billing arrangements in order to provide Switched Exchange Access Services to Interexchange Carriers via a SWBT Access Tandem Switch over the Access Toll Connecting Trunks described above, in accordance with the Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein. ICG's Meet-Points with SWBT shall be those identified in Schedule 3.

6.3.2 Billing to Interexchange Carriers for the Switched Exchange Access Services jointly provided by the Parties via Meet-Point Billing arrangement shall be according to the multiple bill/multiple tariff method. As described in the MECAB document, each Party will render a bill in accordance with its multiple bill/multiple tariff for that portion of the service it provides. For the purpose of this Agreement, ICG is the Initial Billing Company (IBC) and SWBT is the Subsequent Billing Company (SBC). The assignment of revenues, by rate element, and the Meet-Point Billing percentages applicable to this Agreement are set forth in the Meet Point Billing Arrangement Revenue Assignment Schedule. The actual rate values for each element shall be the rates contained in that Party's own effective applicable access tariffs.

6.3.3 Meet-Point Billing shall also apply to all jointly provided minutes of use traffic bearing the 900, 800, and 888 NPAs or any other non-geographic NPAs which may likewise be designated for such traffic in the future where the responsible party is an Interexchange Carrier. For 800 database queries performed by SWBT, SWBT will charge the provider of the Signaling Service Point for the database query in accordance with standard industry practices.

6.3.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this Meet-Point Billing arrangement, including Meet-Point Billing percentages. ICG shall use its best efforts to include in such tariff the billing percentages and associated information as a nonmember of NECA.

6.3.5 Each Party shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

6.3.6 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Exchange Access Services traffic jointly handled by the Parties via the Meet-Point Billing

arrangement. The Parties will exchange the information in Exchange Message Record (EMR) format, on magnetic tape or via a mutually acceptable electronic file transfer protocol as described below:

(i) SWBT will perform assembly and editing, message processing and provision of Access Usage Records (AUR). The records will be generated by SWBT and provided to ICG on a weekly basis no later than fourteen (14) days from the last day of recorded usage in that week; and

(ii) ICG will provide Summary Usage Records (SUR) to SWBT within ten (10) working days of sending ICG's bills to the IXC.

6.3.7 Each Party reserves the right to charge the other Party for the recording/processing functions it performs pursuant to paragraph 6.3.6 on nondiscriminatory terms and conditions.

6.3.8 Errors may be discovered by ICG, the IXC or SWBT. Both SWBT and ICG agree to use best efforts to provide the other Party with notification of any discovered errors within two (2) business days of the discovery.

6.3.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within 60 days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon a representative period of prior usage data, if available.

6.3.10 SWBT shall provide to ICG the billing name, billing address, and CIC of the IXCs in order to comply with the MPB Notification process as outlined in the MECAB document and pursuant to OBF guidelines.

6.3.11 Settlement for alternately billed local calls shall be handled in accordance with Appendix BCR which is attached hereto and incorporated herein by reference

7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

7.1 Information Services Traffic

7.1.1 At such time as the Parties shall agree to route intraLATA Information Services Traffic to one another, they shall agree to exchange rating and billing information to effectively allow the Parties to bill their end users and to charge reciprocal rates.

7.2 Line Status Verification/Busy Line Interrupt Traffic

7.2.1 Line Status Verification ("LSV") is performed when one Party's end user requests assistance from the operator bureau to determine if the called line of the other Party is in use, however, the operator bureau does not complete the call for the end user initiating the LSV inquiry.

7.2.2 Busy Line Interrupt ("BLI") is performed when one Party's operator bureau interrupts a telephone call in progress after LSV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the end user initiating the BLI request.

7.2.3 Each Party's operator bureau shall accept LSV and BLI inquiries from the operator bureau of the other Party in order to allow transparent provision of LSV/BLI Traffic between the Parties' networks. Only one LSV attempt will be made per end user operator bureau call, and the applicable charge shall apply whether or not the called party releases the line. Only one BLI attempt will be made per end user operator telephone call, and the applicable charge shall apply whether or not the called party releases the line.

7.2.4 Each Party shall route LSV/BLI Traffic inquiries between the Parties' respective operator bureaus over trunks described in Exhibit C.

7.2.5 Unless otherwise mutually agreed upon, each Party shall compensate the other Party for LSV/BLI Traffic at the rate contained in Appendix OS.

7.2.6 ICG has the option to purchase Operators Services at the rates and terms specified in Appendix OS.

7.3 Transit Service

7.3.1 The Parties shall provide and compensate one another for Transit Service on the terms and conditions set forth in this Section 7.3.

7.3.2 "Transit Service" means (i) the delivery of Local Traffic between ICG and a third party which subtends a SWBT tandem by SWBT over Traffic Exchange trunks or (ii) the delivery of Local Traffic between SWBT and a third party which subtends an ICG tandem by ICG over the Traffic Exchange trunks. Charges for Transit Service are listed in the Pricing Schedule, assessed on a minute of use basis, and are owed by the originating service provider except as set forth in Section 7.3.5.

7.3.3 In addition, either Party may also exchange IntraLATA Toll Traffic between its Telephone Exchange Service end users and third party LECs over the Traffic Exchange trunk groups. Such IntraLATA Toll Traffic shall not be subject to a transit charge but

shall instead be meet point billed by either Party. . Such arrangements shall require the Agreement of the third parties involved in such traffic.

7.3.4 ICG represents that it shall not send Local Traffic to SWBT that is destined for the network of a third party unless and until ICG has the authority to exchange traffic with the third party.

7.3.5 While the Parties agree that it is the responsibility of each third party LEC or ILEC to enter into arrangements to deliver Local Traffic to ICG, they acknowledge that such arrangements are not currently in place and an interim arrangement is necessary to ensure traffic completion. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with such third party LEC or ILEC to deliver Local Traffic to ICG or (ii) one-hundred and eighty (180) days after the Interconnection Activation Date, SWBT will deliver and ICG will terminate Local Traffic originated from such third party LEC or ILEC without charge to one another.. If after 180 days, the Parties have not finalized transiting arrangements with applicable third parties, the parties shall seek Commission assistance in obtaining agreements from such third Parties.

7.3.6 SWBT expects that all networks with CCIS involved in Transit Service will deliver each call to each involved network with CCIS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability and CCIS billing functions. In all cases, the Parties are responsible to follow the Exchange Message Record ("EMR") standard and exchange records between the Parties and the terminating third party to facilitate the billing process to the originating network.

7.4 CMRS Traffic

Section 7.4 sets forth the terms and conditions under which the Parties will distribute revenue from their joint provision of CMRS Interconnection Service for calls terminating through the Parties' respective wireline switching networks within a LATA over the Traffic Exchange trunk groups. ICG shall be compensated under this Section 7.4 only to the extent that it has not otherwise already been compensated directly from the CMRS under other tariffs, settlement agreements or contracts. This Section 7.4 is subject to the terms and conditions of applicable tariffs.

7.4.1 SWBT will compute, bill, collect and distribute the revenue for jointly provided CMRS Interconnection Service for terminating traffic (i.e., that traffic which is delivered by a CMRS to SWBT for termination at a point on the intraLATA wireline switching network). On jointly provided CMRS Interconnection Service, SWBT shall distribute a portion of the Local Transport (LT) Revenues to ICG for its part in terminating traffic from the CMRS(WC). SWBT shall distribute applicable Local Switching (LS), and Carrier Common Line (CCL) charges, and Residual Interconnection Charge (RIC), if any, which are collected from the CMRSC to ICG. When traffic is originated by either Party to a CMRS provider which cannot be specifically identified as CMRS traffic, such traffic will be treated as end-user to end-user traffic and the appropriate compensation rate will apply. If either Party enters into an

interconnection agreement with a CMRS provider which would require compensation for such traffic, ICG and SWBT agree to meet and negotiate a new compensation agreement for this jointly handled traffic.

7.4.2 Distribution of revenues will be computed using the rate elements as defined in SWBT's applicable CMRS Telephone Interconnection Tariff.

7.4.3 For Terminating Traffic, actual monthly CMRS MOU for each office in the LATA will be measured by SWBT or provided to SWBT by the CMRS provider in those cases where SWBT is unable to measure the actual terminating usage.

7.4.4 SWBT will prepare a revenue and usage statement on a monthly basis. Within ninety (90) calendar days after the end of each billing period, SWBT shall remit the compensation amount due ICG. When more than one compensation amount is due, they may be combined into a single payment. No distribution shall be made for revenue SWBT is unable to collect, unless its inability to collect such revenue is due to its own negligence.

7.4.5 The revenue and usage statement will contain the following information:

- (a) The number of MOU for each ICG end office, the corresponding rate elements to be applied to the MOU for each end office, and the resulting revenues;
- (b) The total of the MOU and revenues for ICG;
- (c) The percent ownership factor used to calculate the distribution of Local Transport revenues; and,
- (d) Adjustments for uncollectibles.

7.4.6 The Parties agree that revenue distribution under this Section 7.4 will apply as of the Interconnection Activation Date. SWBT will start revenue distribution on usage within 90 calendar days from that date.

7.4.7 SWBT will apply the Transit Traffic rate to ICG for calls which originate on ICG's network and are sent to SWBT for termination to a CMRS as long as such Traffic can be identified as CMRS Traffic. Similarly, in the event calls which originate on SWBT's network are sent to ICG for termination to a CMRS provider, ICG will apply the Transit Traffic rate to SWBT for those calls.

7.4.8 SWBT agrees to accept CMRS provider Terminating Traffic from ICG under terms and conditions no less favorable to SWBT than those that apply to ICG in this Section 7.4.

7.4.9 Should ICG provide interconnection to a CMRS provider on its network, reciprocal arrangements shall apply to traffic terminated on SWBT's network by such CMRS providers.

7.5 911 Service

7.5.1 Pursuant to Section 271(c)(2)(B)(vii) of the Act, SWBT will make nondiscriminatory access to 911 service available under the terms and conditions of Appendix 911, attached hereto and incorporated by reference.

7.5.2 ICG shall route 911 traffic over trunks as described in Exhibit C.

7.6 Directory Assistance Service

7.6.1 Pursuant to Section 271(c)(2)(B)(vii) of the Act, SWBT will make nondiscriminatory access to Directory Assistance service available under the terms and conditions of Appendix DA, attached hereto and incorporated by reference.

7.6.2 DA traffic shall be routed over trunks as described in Exhibit C.

7.7 Feature Group A Traffic

The Parties shall divide compensation of Feature Group A traffic between their end users in accordance with the terms and conditions of the Pricing Schedule and Appendix FGA, attached hereto and incorporated by reference.

8.0 TRUNKING CRITERIA, SIGNALING, JOINT GROOMING PLAN AND INSTALLATION, MAINTENANCE, TESTING AND REPAIR

8.1 Trunk Design Blocking Criteria

Trunk forecasting and servicing for the trunk groups included in Exhibit C shall be based on the industry standard objective of 2% overall time consistent average busy season busy hour loads (1% from the End Office to the Tandem and 1% from tandem to End Office based on Neal Wilkinson B.01M [Medium Day-to-Day Variation] until traffic data is available). Listed below

<u>Trunk Group Type</u>	<u>Blocking Objective (Neal Wilkinson M)</u>
Traffic Exchange Trunks	
Local Tandem	1%
IntraLATA Toll Tandem	1%
Combined IntraLATA Toll/Local Tandem	1%
High Usage Direct End Office	ECCS
911	1%
DA/DACC	1%
LSV/BLEI	1%
Access Toll Connecting	0.5%

8.2 Forecasting/Servicing Responsibilities

Both Parties agree to provide an initial forecast for establishing the initial interconnection facilities. Subsequent forecasts will be provided on a semiannual basis (January and July). Trunk servicing will be performed on a monthly basis at a minimum. SWBT shall be responsible for forecasting and servicing the trunk groups terminating to ICG. ICG shall be responsible for forecasting and servicing the trunk groups originating from ICG, including trunks for operator services, DA service, and interLATA toll service. Standard trunk traffic engineering methods will be used as described in Bell Communications Research, Inc. (Bellcore) document SR-TAP-000191, Trunk Traffic Engineering Concepts and Applications.

8.3 Servicing Objective/Data Exchange

Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a 20 business day study period. Upon request, each Party will make available to the other, trunk group measurement reports for trunk groups terminating in the requesting Party's network. These reports will contain offered load, measured in Centum CS (100 call seconds), that has been adjusted to consider the effects of overflow, retries and day-to-day variation. They will also contain overflow Centum CS associated with the offered load, day-to-day variation, peakedness factor, the date of the last week in the four week study period and the number of valid days of measurement. These reports shall be made available at a minimum on a semi-annual basis upon request.

8.3.1 In the event either Party is experiencing blockage, the Parties will use best efforts to eliminate such blockage as soon as practically possible.

8.4 Trunk Facility Under Utilization

At least once a year the Parties shall exchange trunk group measurement reports for trunk groups terminating to the other Party's network. Each Party will determine the required trunks for each of the other Party's trunk groups for the previous 12 months. Required trunks will be

based on the objective blocking criteria included in Section 8.1 and time consistent average busy hour usage measurements from the highest 4 consecutive week (20 business day) study. Trunk groups with excess capacity will be identified to the other Party as eligible for downsizing. Excess capacity exists when a trunk group, on a modular trunk group design basis, has 48 trunks (2 modular digroups) or 10%, whichever is larger, over the required number of trunks.

The party with excess trunking capacity will assess the trunk capacity based on forecasted requirements and agrees to disconnect trunks in excess of forecasted requirements for the next twelve (12) months. If after twelve (12) months the trunk group continues to have excess capacity the party agrees to take timely steps to disconnect all excess capacity.

8.5 Signaling

8.5.1 Where available, CCIS shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. If CCIS is unavailable, MF (Multi-Frequency) signaling shall be used by the Parties. Each Party shall charge the other Party equal and reciprocal rates for CCIS in accordance with applicable tariffs. During the Term of this Agreement neither Party shall charge the other Party additional usage-sensitive rates for SS7 queries made for Local Traffic.

8.5.2 The following list of publications describe the practices, procedures and specifications generally utilized by SWBT for signaling purposes and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to signaling:

SWBT Technical Publication, TP-76638 - Common Channel
Signaling Network Interface Specifications

GR-000246-CORE, Bell Communications Research Specifications
of Signaling System 7

GR-000317-CORE, Switching System Requirements for Call
Control Using the Integrated Services Digital Network User Part

GR-000394-CORE, Switching System Requirements for
Interexchange Carrier Interconnection Using the Integrated
Services Digital Network User Part

GR-000606-CORE, LATA Switching Systems Generic
Requirements-Common Channel Signaling-Section 6.5

GR-000905-CORE, Common Channel Signaling Network
Interface Specification Supporting Network Interconnection
Message Transfer Part (MTP) and Integrated Digital Services
Network User Part (ISDNUP)

8.5.3 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its end users. All CCIS parameters will be provided including, without limitation, calling party number (CPN), originating line information (OLI), calling party category and charge number.

8.5.4 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

8.6 Installation, Maintenance, Testing and Repair. SWBT's standard intervals for Feature Group D Switched Exchange Access Services will be used for Interconnection as specified in the most current SWBT Accessible Letter, currently SWA96-036, dated April 15, 1996. ICG shall meet the same intervals for comparable installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection or shall notify SWBT of its inability to do so and will negotiate such intervals in good faith.

9.0 AVAILABILITY OF SPECIFIED NETWORK ELEMENTS ON AN UNBUNDLED BASIS

9.1 Unbundled Network Elements. Unbundled Network Elements are intended to be used for the origination and termination of Telephone Exchange Service and Exchange Access traffic pursuant to Section 251(c)(2) of the Act. SWBT shall provide ICG with access to the following unbundled Network Elements, in addition to those loops available under applicable tariffs, under the terms and conditions described herein:

- * Cross-Connect
- * Local Switched Transport
- * Local Switching
- * Switch Port
- * Loop
 - * 2-Wire Analog Loop (5db) and (8db)
 - * 2-Wire Digital Loop
 - * 4-Wire Digital Loop

In addition, upon request, SWBT will provide ICG with the network elements as provided by FCC and or Commission rules that are in effect.

9.2 Reciprocity. Even though not required to do so by Section 251(c)(3) of the Act, ICG shall provide unbundled Network Elements to SWBT to the extent ICG makes such unbundled elements available to others.

9.3 Compensation.

9.3.1 SWBT will provide unbundled network elements in accordance with Section 252(d) of the Act. The Parties agree on an interim basis, that rates in the Pricing Schedule shall apply. These rates shall be replaced with the rates determined by the Commissions during any arbitrations; if such rates are deemed interim rates by the Commission, they shall be replaced with permanent rates once determined by the Commission.

9.3.2 ICG agrees to compensate SWBT for specified Network Elements as described herein. If transport of unbundled Loops is provided by SWBT from the SWBT serving wire center to a distant wire center where ICG collocation facilities reside, the appropriate channel mileage and multiplexing charges will apply in addition to the unbundled Loop charges. The available bandwidth capacities will be at 1.544Mb, DS3 (45Mb), and/or multiples of DS3.

9.3.3 Rates and charges for special construction are special quotations and will be based on estimated costs incurred by SWBT and may include: (1) one-time service charges, (2) recurring type charges, (3) termination liabilities, or (4) combination thereof. Special construction rates are charged in addition to the rates and charges for unbundled Network Elements. Special construction is required when: (1) facilities are not available to meet a request for an unbundled element, (2) SWBT constructs facilities, and (3) one or more of the following conditions exist:

- * SWBT has no other requirement for the facilities constructed.
- * It is requested that service be furnished using a type of facility or via a route other than that which SWBT would normally utilize in furnishing the requested network element.
- * More facilities are requested than would normally be required to satisfy a request for an unbundled element.
- * It is requested that construction be expedited, resulting in added cost to SWBT.

9.4 Availability of Other Network Elements on an Unbundled Basis.

9.4.1 SWBT shall, upon request of ICG, and to the extent technically feasible, provide ICG access to additional Network Elements for the provision of ICG' Telecommunications Service in accordance with the Act. Such requests by ICG shall be processed in accordance with Exhibit A, Interconnection and Network Element Bona Fide Request.

9.4.2 The Parties acknowledge that ADSL is not currently used by SWBT as a service delivery technology. SWBT has initiated a trial testing ADSL Loop technology and will

advise ICG after completion of the trial if SWBT plans to deploy ADSL Loops. Should SWBT deploy ADSL or offer unbundled ADSL-compatible loops to others in the future, SWBT will offer access to unbundled ADSL-compatible loops on a nondiscriminatory basis to ICG.

9.5 Specifications for Unbundled Elements

9.5.1 SWBT shall only be required to make available Loops and Ports where such Loops and Ports exist at the applicable plant, provided, however, that except as provided in Section 9.3.3 or with respect to a Network Element that is the subject of an authorized Bona Fide Request, in no event shall SWBT be required to build any facilities to make such facilities "available".

9.5.3 SWBT shall provide ICG access to its unbundled Loops at each of SWBT's wire centers. In addition if ICG requests one or more unbundled Loops serviced by Integrated Digital Loop Carrier or Remote Switching technology, SWBT shall, where available, move the requested unbundled Loop(s) to a spare, existing physical or a universal digital loop carrier unbundled Loop at no charge to ICG. If, however, no spare unbundled Loop is available, SWBT shall within forty-eight (48) hours of ICG's request notify ICG of the lack of available facilities. Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in Section 27.1.3 and the Performance Interval Dates and Performance Criteria shall not apply to unbundled Loops provided under this Section 9.5.

9.6 Conversion of Live Service to Unbundled Loops

9.6.1 ICG shall request unbundled Loops from SWBT by delivering to SWBT a valid Service Order ("Service Order") using the SWBT ordering system or another mutually agreed upon system. Within forty-eight (48) hours of SWBT's receipt of a Service Order, SWBT shall provide ICG the firm order commitment ("FOC") date according to the applicable Performance Interval Dates set forth in Section 27.1.3 of this Agreement by which the Loop(s) covered by such Service Order will be installed. SWBT shall provision such loops in the same time frame and same manner that it provisions loops to its own end users.

9.6.2 After ICG completes installation of the necessary transmission and IDLC equipment in one of its Physical Collocation spaces, ICG and SWBT shall jointly test the conversion of unbundled Loop(s) so as to satisfy themselves that the procedures are adequate for the conversion of live service. The initial coordination process shall be developed within seventy-five (75) days of the execution of the Interconnection Agreement. The Parties will use their best efforts to complete the trial and begin full deployment of unbundled Loops by February 15, 1997.

9.6.3 ICG will contact SWBT at least forty-eight (48) hours prior to the conversion due date and SWBT will schedule and provide a conversion date and time to ICG for

single end user orders of eight (8) or more unbundled Loops (or a lower number of loops upon the Parties' agreement).

9.6.4 Except as otherwise agreed by the Parties or provided for in 9.6.3 above, for a specific conversion, the Parties agree that the time interval expected from disconnection of "live" Telephone Exchange Service to the connection of an unbundled Network Element at the ICG Collocation interface point shall be no greater than the time intervals SWBT provides to itself in such conversions. If ICG has ordered INP with the installation of a Loop, SWBT will coordinate the implementation of INP with such Loop conversion.

9.6.5 If ICG requests or approves a SWBT technician to perform services in excess of or not otherwise contemplated by the line connection service on any size order, SWBT may charge ICG for any additional and reasonable labor charges to perform such services, including requests for installation or conversion outside of the hours of 8 a.m. to 5 p.m., Monday through Friday. ICG agrees to pay SWBT at the rates listed below for all installation or conversion work outside of the normal business hours defined above.

Maintenance of service periods	First 1/2 hour or fraction thereof	Each additional 1/2 hour or Fraction thereof
Normal Business Hours	\$30.93	\$21.32
After Hours	\$36.35	\$26.73
Sundays & Holidays	\$41.77	\$32.15

9.7 Maintenance of Unbundled Network Elements

9.7.1 The services provided under this Agreement shall be maintained by SWBT. ICG may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by SWBT, other than connection or disconnection to any interface means used, except with the written consent of SWBT. SWBT shall maintain and repair unbundled loops provided to ICG under this Agreement in the same time frame and same manner as it maintains and repairs loops for its own end users.

9.7.2 The services provided under this Agreement shall be available to SWBT at times mutually agreed upon in order to permit SWBT to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustment shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

9.7.3 ICG will be responsible for payment of a Maintenance of Service Charge when SWBT dispatches personnel to the end user's premises and finds the trouble is in the equipment or communications systems located on the end user's side of the demarcation point provided SWBT will not dispatch without authorization from ICG or, in an emergency, without advance notification of ICG. SWBT will credit ICG any payments made for which it is later determined trouble is not located on the end-user's side of the demarcation point. Basic Time is

work related efforts of SWBT performed during normally scheduled working hours. Overtime is work related efforts of SWBT performed outside of a normally scheduled work day. Premium Time is work related efforts of SWBT performed outside of a normally scheduled work week.

Maintenance of service periods	First 1/2 hour or fraction thereof	Each additional 1/2 hour or Fraction thereof
Basic Time	\$26.24	\$21.32
Overtime	\$31.65	\$26.73
Premium Time	\$36.67	\$32.15

10.0 NUMBERING

A. Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines¹, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes assigned to it.

B. At a minimum, in those Metropolitan Exchange Areas where ICG intends to provide local exchange service, ICG shall obtain a separate NXX code for each SWBT exchange or group of exchanges that share a common mandatory calling scope as defined in SWBT tariffs to enable ICG and SWBT to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.

C. Each Party agrees to make available to the other, up-to-date listings of its own assigned NPA-NXX codes, along with associated Rating Points and Exchanges.

D. Notwithstanding the foregoing, due to the current shortage of available NXX codes, the Parties agree that ICG is not required to obtain a separate NXX for each SWBT Exchange of mandatory local calling scope, but instead may obtain and assign codes consistent with mutually agreed upon NXX plans for each Metropolitan Calling Area where ICG will provide local service.

E. To the extent SWBT serves as Central Office Code Administrator for a given region, SWBT will work with ICG in a neutral and nondiscriminatory manner, consistent with regulatory requirements, in regard to ICG's requests for assignment of central office code(s) (NXX) consistent with the Central Office Code Assignment Guidelines at no charge.

¹ Last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/7/95, formerly ICCF 93-0729-010.

F. It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.

G. It shall be the responsibility of each Party to input required data into the Routing Data Base Systems (RDBS) and into the Bellcore Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.

H. Neither Party is responsible for notifying the other Parties' end users of any changes in dialing arrangements, including those due to NPA exhaust, unless otherwise ordered by the Commission, the FCC, or a court.

11.0 RESALE -- SECTIONS 251(c)(4) and 251(b)(1)

11.1 Availability of Wholesale Rates for Resale

SWBT shall offer to ICG for resale at wholesale rates its Telecommunications Services, as described in Section 251(c)(4) of the Act, pursuant to the terms and conditions of Appendix Resale attached hereto and incorporated herein by this reference. The Parties acknowledge that, at its option, ICG may seek to negotiate additional or different terms and conditions for resale with SWBT than those set forth in Appendix Resale.

11.2 Availability of Retail Rates for Resale

ICG shall make available its Telecommunications Services for resale in accordance with its obligations under Section 251(b)(1) of the Act.

12.0 NOTICE OF CHANGES -- SECTION 251(c)(5)

If a Party makes a change in its network which it believes will materially affect the interoperability of its network with the other Party, pursuant to Section 251(c)(5), the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party. Both Parties agree to coordinate interconnection matters consistent with the requirements of the Americans with Disabilities Act (42 U.S.C. 12101) and with Sections 255 and 256 of the Act.

13.0 COLLOCATION -- SECTION 251(c)(6)

A. SWBT shall provide to ICG Physical Collocation of equipment necessary for Interconnection (pursuant to Section 4.0) or access to Network Elements on an unbundled basis except that SWBT may provide for Virtual Collocation if SWBT demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. SWBT shall provide such Collocation for the purpose of Interconnection or access to Network Elements on an unbundled basis, except as otherwise mutually agreed to in writing by the Parties or as required by the FCC or the appropriate Commission subject to applicable federal and state tariffs. The terms and conditions for the provision Physical Collocation by SWBT to ICG shall be under the most favorable terms and conditions available to any similarly situated carrier or Exhibit D until superseded by tariff.

Except as otherwise ordered by the Commission or the FCC, or as mutually agreed to by ICG and SWBT, Physical Collocation shall be available at a Central Office Switch location classified as an end office location, a serving wire center, a tandem office location, or a remote node that serves as a rating point for special access or switched access transport.

B. Although not required to do so by Section 251(c)(6) of the Act, by this Agreement, ICG agrees to provide to SWBT upon SWBT's Network Element Bona Fide Request and subject to space availability, Collocation of equipment for purposes of Interconnection (pursuant to Section 4.0) on reciprocal rates, terms and conditions.

C. At its option, either Party may elect to simultaneously have both physical and virtual collocation arrangements in the same Central Office and at a Physical Collocation site may fully utilize all such arrangements by disconnecting existing circuits and adding new circuits upon request and payment of appropriate charges.

D. Where ICG is Virtually Collocated in a premises which was initially prepared for Virtual Collocation, ICG may elect to (i) retain its Virtual Collocation in that premises and expand that Virtual Collocation according to current procedures and applicable tariffs, or (ii) unless it is not practical for technical reasons or because of space limitations, as set forth in paragraph 13.1 above, convert its Virtual Collocation at such premises to Physical Collocation in which case ICG shall coordinate the construction and rearrangement with SWBT of its equipment and circuits for which ICG shall pay SWBT at applicable tariff rates. In addition, all applicable Physical Collocation recurring and nonrecurring charges shall apply.

E. For both Physical Collocation and Virtual Collocation, the Collocating Party shall provide its own or third-party leased transport facilities and terminate those transport facilities in equipment located in its Physical Collocation space at the Housing Party's premises as described in applicable tariffs or contracts and purchase Cross Connection if applicable, to services or facilities as described in applicable tariffs or contracts.

F. ICG acknowledges receipt of SWBT's Technical Publication for Physical Collocation (third revision) and agrees to comply with the terms described therein, except to the

extent such terms conflict with other terms herein or those contained in the Physical Collocation agreement attached. SWBT will identify for ICG future revisions of the publication and ICG agrees to abide by them unless it notifies SWBT of its objections to same within thirty (30) days of such notification except where in conflict with this Agreement.

14.0 NUMBER PORTABILITY -- SECTION 251(b)(2)

14.1 Scope 14.1.1 The Parties shall provide Long Term Number Portability to each other to the extent technically feasible, subject to availability of facilities and in accordance with the requirements of the Act and with minimum impairment of functionality, quality, reliability and convenience to subscribers of the other Party's services.

14.1.2 Until Long Term Number Portability is implemented by the industry as required by the Act, the Parties agree to provide INP to each other through Remote Call Forwarding, Direct Inward Dialing (DID), and NXX migration. The Parties acknowledge that the FCC, in its First Report and Order and Further Notice of Proposed Rulemaking in CC Docket No. 95-116, In the Matter of Telephone Number portability has concluded that the cost recovery for INP should be treated similarly to that for Long Term Number Portability. SWBT has challenged the FCC's Order by means of a Petition for Reconsideration, but is nevertheless intent on complying with the Order until such time as it maybe revised or suspended. The Parties will only charge one another for INP in the event the FCC reverses itself or is reversed by a court on appeal. In that event, SWBT shall charge the INP rates contained in SWBT's applicable INP tariff from the date SWBT initially began to provide such service to ICG and ICG shall charge SWBT comparably for INP.

14.1.3 SWBT may develop a mechanized program for volume service order activity for INP. If ICG elects to submit volume service orders for INP through Remote Call Forwarding, directly or indirectly, via magnetic tape or other agreed medium, a one-time charge of \$4,100 for initial programming shall apply.

14.1.4 Once Long Term Number Portability is implemented, either Party may withdraw, at any time and at its sole discretion, its INP offerings, subject to advance notice to the other Party and coordination to allow the seamless and transparent conversion of INP end user numbers to Number Portability.

14.1.5 INP services and facilities will only be provided where technically feasible, subject to the availability of facilities. The Parties acknowledge that some technical limitations are inherent in the provisioning of INP through DID and Remote Call Forwarding. INP services and facilities are not offered for SWBT operated coin telephone service.

14.1.6 Neither Party waives its rights to advocate its views on INP cost recovery, or to present before any appropriate regulatory or other agency its views on FCC or Commission actions pertaining to INP cost recovery.

14.2 Procedures for Providing INP Through Remote Call Forwarding

ICG and SWBT shall provide INP through Remote Call Forwarding as follows:

14.2.1 An end user of one Party ("Party A") elects to become an end user of the other Party ("Party B"). The end user elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A and within the same NPA-NXX code area, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. Upon authorization by an end user, Party B will issue an associated service order to Party A, assigning the number to Party B. Party A will comply with the service order. Party A will route the forwarded traffic to Party B over the appropriate Traffic Exchange trunks.

14.2.2 Notwithstanding the above, Party A may refuse to port any number to Party B if Party A has ceased providing dial tone to the end user as of the time that Party A receives the service order from Party B to port the number. In such an instance, Party A agrees to port the number to Party B at the time that Party A restores dial tone to the end user.

14.2.3 Party B will become the customer of record for the original Party A telephone numbers subject to the INP arrangements. The billing of all collect, calling card and billed to third number calls to INP numbers will be handled through a process that is mutually agreed to by both parties. This process will be implemented in a time frame that is consistent with the appearance of first usage.

14.2.4 Party A will update its Line Information Database ("LIDB") listings for retained numbers, and restrict or cancel line-number-based calling cards associated with those forwarded numbers as directed by Party B. In addition, Party A will update the retained numbers in the LIDB with the screening options provided by Party B on a per-order basis. Party B will determine which mutually agreeable screening options should be made available by Party A. In recognition of the expectation that INP will be an interim device, the inability of Party A to easily identify LIDB queries directed to ported numbers, Party B's willingness to forego any claim to a share in the revenues which may result from those queries, and other factors, the Parties agree they will not assess a charge to each other to maintain ported numbers in their respective LIDB databases.

14.2.5 Within two (2) business days of receiving notification from the end user, Party B shall notify Party A of the end user's termination of service with Party B, and shall further notify Party A as to that end user's instructions regarding its telephone number(s). Party A will reinstate service to that end user, cancel the INP arrangements for that end user telephone number(s), or redirect the INP arrangement to another INP-participating-LEC pursuant to the end user's instructions at that time.

14.3 Procedures for Providing INP Through Direct Inward Dial

Upon request, SWBT shall provide INP to ICG via Direct Inward Dial Trunks pursuant to applicable tariffs.

14.4 Procedures for Providing INP Through NXX Migration

Where either Party has activated more than half of an entire NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, or dedicated an NXX to a single end user, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will require development of a transition process, to be included in the, to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead-times (currently 45 days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges listed in the Pricing Schedule.

14.5 Receipt of Terminating Compensation on Traffic to INP'ed Numbers

The Parties agree that under INP, the net terminating compensation on calls to INP'ed numbers will be received by each end user's chosen local service provider as if each call to the end user had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the end user's chosen local service provider. In order to accomplish this objective where INP is employed, the Parties shall utilize the process set forth in this Section 14.5 below (or other mutually developed and agreed to arrangement) whereby the net terminating compensation on calls subject to INP will be passed from the Party (the "Performing Party") which performs the INP to the other Party (the "Receiving Party") for whose end user the INP is provided. The process outlined in this Section 14.5 shall not apply in the case of NXX migration pursuant to Section 14.4 since in such cases the end user's chosen provider will directly receive all terminating compensation.

14.5.1 The Parties will treat all ported calls as two separate call segments in the interLATA and intraLATA access billing and local interconnection settlement billing systems.

14.5.2 The Performing Party will quantify the total monthly terminating ported minutes of use to the Receiving Party by each Performing Party's end office.

14.5.3 The Performing Party will quantify the total monthly interstate, intrastate, and local minutes of use in those Performing Party's end offices in accordance with Section 14.5.2 above in order to determine the jurisdictional percentages. The Receiving party shall have the right to audit those percentages, not to exceed once per quarter. The Performing Party shall provide the Receiving Party with detailed summary reporting on a total calling area basis each month.

14.5.4 Each month, using the percentages developed pursuant to Section 14.5.3 above, the Performing Party will calculate by end office the interstate and intrastate access adjustment amounts from the initial billing amounts under Section 14.5.1 for subsequent payment to the Receiving party. This adjustment will be based on the Performing Party's

interstate and intrastate access rates utilizing the applicable rate elements, i.e., carrier common line (CCL), residual interconnection charge (RIC), local switching (LS), local transport termination (LTT), and local transport facility (LTF).

14.5.5 Each month the Performing Party will calculate a local interconnection settlement billing credit related to the interstate and intrastate (non-local) ported calls from the initial billing amounts under Section 14.5.1. The billing credit for these non-local calls will be included with the calculation under Section 14.5.4 for subsequent reimbursement to the Performing Party on a net payment basis by the Receiving Party.

14.5.6 Each month, the Performing Party will calculate an Optional EAS settlement additive payable to the Receiving Party applicable to the nontoll ported volumes remaining after the computations under Sections 14.5.3, 14.5.4, and 14.5.5. This will be based on the monthly relationship of Local and Optional EAS volumes of nonported Traffic that the Performing Party originates to the Receiving Party. The EAS settlement additive will be included with the calculations under 14.5.4 for subsequent reimbursement to the Receiving Party by the Performing Party.

14.5.7 The terminating compensation will be reflective of the following:

(Local Traffic times the Reciprocal Compensation Rate set forth in the Pricing Schedule) plus (Optional EAS traffic times the Optional EAS compensation rate set forth in the Pricing Schedule) plus (Intrastate Access Traffic times SWBT's applicable intrastate access rates) plus (Interstate Access Traffic times SWBT's applicable interstate access rates).

15.0 DIALING PARITY -- SECTION 251(b)(3) and 271(e)(2)

15.1 The Parties shall provide Local Dialing Parity to each other as required under Section 251(b)(3) of the Act.

15.2 SWBT shall provide IntraLATA Dialing Parity in accordance with Section 271(e)(2) of the Act.

16.0 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)

Each Party shall provide the other Party access to the poles, ducts, rights-of-way and conduits it owns or controls at reciprocal rates, terms and conditions; provided that such rates, terms and conditions (i) shall be at least as favorable as those contained in any SWBT's pole attachment agreement and (ii) are consistent with Section 224 of the Act.

17.0 DATABASE ACCESS

In accordance with Section 271 (c)(2)(B)(x) of the Act, SWBT shall provide ICG with nondiscriminatory access to databases and associated signaling necessary for call routing and completion. Access to databases not otherwise provided for in this Agreement, shall be requested by ICG via the Bona Fide Request process.

18.0 COORDINATED SERVICE CALLS

18.1 Referral Announcement. When an end user changes its service provider from SWBT to ICG, or from ICG to SWBT, and does not retain its original telephone number, the Party formerly providing service to such end user shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides details on the end user's new number to the extent the new number is listed. Referral Announcements shall be provided reciprocally, free of charge to either the other Party or the end user, for a period of not less than one hundred eighty (180) days after the date the end user changes its telephone number in the case of business end users and not less than ninety (90) days after the date the end user changes its telephone number in the case of residential end users. However, if either Party provides Referral Announcements for a period longer than the above respective periods when its end users change their telephone numbers, such Party shall provide the same level of service to end users of the other Party.

18.2 Coordinated Repair Calls. The Parties will employ the following procedures for handling misdirected repair calls:

- (a) The Parties will inform their respective end users of the correct telephone numbers to call to access their respective repair bureaus.
- (b) To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of local exchange service in a courteous manner, at no charge, and the end user will be provided the correct contact telephone number.

In responding to repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit customers or to market services, nor shall they initiate extraneous communications beyond the direct referral to the correct repair telephone number.

- (c) The Parties will provide their respective repair contact numbers to one another on a reciprocal basis.

19.0 OTHER SERVICES

19.1 White Pages. In accordance with Section 271(c)(2)(B) of the Act, SWBT will make nondiscriminatory access to White Pages service available under the terms and conditions of Appendix WP, attached hereto and incorporated by reference.

19.2 Calling Name Information. The Parties shall provide, on mutually agreeable and reciprocal terms, each other with access to Calling Name information of their respective end users whenever one Party initiates a query from a Signaling System Point for such information associated with a call terminating to an end user who subscribes to a calling name service.

20.0 GENERAL RESPONSIBILITIES OF THE PARTIES

20.1 SWBT and ICG shall each use their best efforts to meet the Interconnection Activation Dates.

20.2 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with SWBT's network and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

20.3 Each Party shall, unless otherwise agreed, adhere to the requirements for the recording, record exchange, and billing of traffic using the guidelines as set forth in the Technical Exhibit Settlement Procedures (TESP), provided by SWBT to ICG.

20.4

20.4.1 Each Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

20.4.2 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.

20.4.3 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

20.4.4 Neither Party shall use any service related to or using any of the services provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other

carriers or to either Party's Customers; causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, a "Network Harm"). If a Network Harm shall occur or if a Party reasonably determines that a Network Harm is imminent, such Party shall, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required; provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party shall:

- (a) Promptly notify the other Party of such temporary discontinuance or refusal;
- (b) Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
- (c) Inform the other Party of its right to bring a complaint to the Commission or FCC.

20.5 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.

20.6 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

20.7 At all times during the term of this Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law (e.g. workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, automobile liability with coverage for bodily injury for property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self insurance).

20.8 In addition to its indemnity obligations under Section 25.0, each Party shall provide, in its tariffs and contracts with its end users that relate to any Telecommunications Service provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any end user or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable end user for the service(s) or function(s) that gave rise to such Loss, and (ii) any Consequential Damages (as defined in Section 26.3 below).

20.9 Unless otherwise stated, each Party will render a monthly bill to the other for service(s) provided hereunder. Remittance in full will be due within thirty (30) days of the billing date. Interest shall apply on overdue amounts (other than Disputed Amounts which are subject to Section 29.12) at the rate specified in Section 29.12, unless otherwise specified in an